

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council
FROM: Jennifer Mellon, Administrative Services Manager 
DATE: June 12, 2014 (CC Meeting of 7/2/14)
SUBJECT: Consider Amendment No. 4 to the Agreement with Library Systems and Services, LLC (LSSI)

BACKGROUND AND DISCUSSION

On May 8, 2012, the City entered into a five-year Agreement with Library Systems and Services, LLC (LSSI) for operation of the Moorpark City Library with the term expiring on June 30, 2016. This Agreement consists of staffing and operation costs to provide daily management of the library.

On September 4, 2013, the City and LSSI entered into Amendment No. 1 to the Agreement to clarify general expense costs over the 5 year term of the Agreement adding the word "annual" to the cost identified for general expenses.

On October 2, 2013, the City and LSSI entered into Amendment No. 2 to the Agreement to add Technology Support Services to the agreement for the remainder of the term at a cost not to exceed \$15,000 per year.

On May 7, 2014, the City and LSSI entered into Amendment No. 3 to the Agreement to remove the Technology Support Services and increase the Young Adult Librarian position from .75 FTE to 1 FTE for the remaining term of the Agreement.

Amendment No. 4 adds language to have the Moorpark City Library join the Inland Library Network (ILN). The ILN is an informal consortium of approximately 50 libraries across Southern California and includes the County of Riverside as well as the following municipal public library systems: Moreno Valley, Murrieta, Santa Clarita, Upland, Simi Valley, and the College of the Desert Library. The Inyo County Library is also a partner library in ILN though their holdings are not currently visible in the catalog. Currently the ILN database contains approximately 2.5 million items, or approximately 1 million unique titles. Resources are shared between all libraries in the network.

By joining the ILN, patrons of the Moorpark City Library would immediately gain access to a database of millions of items, greatly expanding the range of materials currently available in the library. Patrons will see the items in the catalog, be able to place a hold on most

books and other library material within the ILN, and have the item delivered to Moorpark. If a Moorpark patron places a hold on a book in the Moorpark collection, that patron will be placed first in queue of holds for the Moorpark item. The patron will be notified by automated telephone, text or e-mail when the item is available for pick-up. If an item is on the shelf and available for checkout in the lending library at the time of the request, the item will typically arrive at the requesting library within 5 days. In addition to expanding the range of materials available, participating in a library resource-sharing network the Moorpark City Library will be able to more carefully focus our collection development funds on materials that are most needed in our community and rely on the holdings of the network to satisfy less pressing needs.

LSSI shall implement a delivery system that operates five days per week between the Santa Clarita Public Library and the Moorpark City Library. Currently, a delivery driver from Santa Clarita drives to Riverside each day to drop off materials from Santa Clarita and Simi Valley libraries and picks up material from the eastern libraries for delivery to Santa Clarita and Simi Valley. Monday through Friday, the van will continue the route from the Simi Valley Library to the Moorpark City Library.

Inclusion of the Moorpark City Library into the ILN would represent a major service enhancement for the patrons of the Library, opening up the world of available resources from only what can be purchased and held our small library to library holdings across Southern California. The attached Amendment No. 4 to the LSSI Agreement updates the overall cost and includes language to add the Moorpark City Library to the ILN as shown on the revised Exhibit B. These Revisions to Exhibit B are shown with legislative format which will be removed from the final Amendment No. 4 prior to execution.

FISCAL IMPACT

The Fiscal Impact of participating in the ILN includes the one-time costs of the data conversion of \$3,000 and the on-going annual delivery costs of \$7,740 which would be prorated this Fiscal Year for delivery beginning mid-August of 2014 at a cost of \$6,850 and continuing throughout the term of the Agreement.

Fiscal Year 2014-15 costs are \$9,850 and annual recurring costs thereafter are \$7,740. These costs were included in the Fiscal Year 2014-15 operating budget.

STAFF RECOMMENDATION

Authorize the City Manager to execute Amendment No. 4 to the Agreement with Library Systems and Services, LLC subject to final language approval by the City Manager.

Attachment: Amendment No..4

**AMENDMENT NO. 4
TO AGREEMENT BETWEEN THE CITY OF MOORPARK AND LIBRARY SYSTEMS
& SERVICES, LLC (LSSI) FOR OPERATION OF THE MOORPARK CITY LIBRARY**

This Amendment No. 4 to the Agreement between the City of Moorpark, a municipal Corporation ("City"), and Library Systems & Services, LLC ("LSSI"), a Maryland limited liability company ("Consultant"), for operation of the Moorpark City Library is made and entered into the _____ day of _____, 2014.

RECITALS

WHEREAS, on May 8, 2012, the City and Consultant entered into an Agreement for Consultant to provide library services including staffing and daily operations; and

WHEREAS, on September 27, 2013, the City and Consultant entered into Amendment 1 clarifying general expense costs throughout the term of the Agreement; and

Whereas, on October 30, 2013, the City and Consultant entered into Amendment 2 to have Consultant provide additional technology support services as part of the Agreement; and,

WHEREAS, on May 7, 2014, the City and Consultant entered into Amendment 3 to eliminate the technology support services and increase the hours of the Young Adult Librarian from .75 full time equivalent (FTE) to 1 FTE; and,

WHEREAS, City desires to join the Inland Library Network for reciprocal borrowing services and have Consultant provide a delivery system five (5) days per week for delivery of materials to the Moorpark City Library;

NOW, THEREFORE, it is mutually agreed by and between the parties to amend the Agreement as follows:

I. Section 7, COMPENSATION AND PAYMENT, is amended by replacing Section 7.1 in its entirety as follows:

"Compensation for the services to be performed by Consultant shall be in accordance with Exhibit B. Compensation shall not exceed the rates, annual compensation limits, or total contract value of two million three hundred seventy thousand forty-three dollars (\$2,370,043.00) as stated in Exhibit B, without the written authorization of the City Manager. Payment by City to Consultant shall be in accordance with the provisions of the Agreement."

II. Exhibit B is replaced in its entirety with the attached revised Exhibit B.

III. Remaining Provisions:

Except as revised by this Amendment No. 4, all of the provisions of the Agreement shall remain in full force and effect.

CITY OF MOORPARK

LIBRARY SYSTEMS & SERVICES, LLC

By: _____
Steven Kueny, City Manager

By: _____
Ronald Dubberly, CEO

Attest:

Maureen Benson, City Clerk

Attachment: Revised Exhibit B, Scope of Services and Compensation

EXHIBIT B

SCOPE OF SERVICES AND COMPENSATION Fiscal Years 2011-2012 through 2015-2016 Revised Per Amendment No. 3-4 to the Agreement

LSSI agrees to administer the operations of the Moorpark City Library (collectively, "Library"), including staffing of the Library; the accounting for, purchase of and payment of goods and services from vendors for approved budgeted supplies, specified technology maintenance, Library Materials (as defined below) and Capital Items (as defined below); and to operate the Library in accordance with the policies and guidelines approved by City within the scope of City's approved and adopted budget.

LSSI shall provide, by and through its own employees ("LSSI Staff"), all labor for the operation of the Library. The cost of the LSSI Staff shall be paid by LSSI and is included in the Operating Budget (as defined below). LSSI shall have the sole and absolute responsibility to hire and/or terminate the employment of the Library Staff from time to time to perform work under this Agreement. LSSI will provide the appropriate staffing levels, of no less than seven and one-half (7.5) FTE's, to keep the Library open to the public at fifty-eight (58) hours per week.

Monday through Thursday: 10:00 a.m. to 8:00 p.m.

Friday and Saturday: 10:00 a.m. to 5:00 p.m.

Sunday: 1:00 p.m. to 5:00 p.m.

LSSI will develop a long-range plan for the City upon City's request in cooperation with City Staff, elected and appointed local officials, other community stakeholders and the Library Staff ("Plan") and provide the plan in writing. Using current professional standards and practice, the Plan will identify challenges and opportunities for the Library staff and corresponding strategic responses; including specific, measurable goals and objectives. The Plan will be complete for City approval on a date mutually agreed upon by both parties. The Parties agree the Plan will take approximately six (6) months to develop.

This Plan, when approved by the City, will help govern the direction and focus of the Library Staff in fulfillment of their mission of providing effective and efficient Library service to meet the personal, professional and lifelong learning needs of the patrons served by the Library.

A. Included Services

The tasks that LSSI will undertake within this Agreement include:

1. General – Under the general direction of the City Manager or City Manager's designee, administer all aspects of the day-to-day operations of the Library, in accordance with generally accepted practices and principles of the public library profession. Periodically review program development, collections, and community development involvement activities, ensuring that programming,

services, and collections are in line with community needs. Comply with all California laws and regulations pertaining to public library services, including, but not limited to, the California Library Services Act. Represent the City at relevant library meetings, including the annual California Library Association State Librarians' meeting.

2. Community Relations:

- a. Develop and maintain effective working relationships with, but not limited to, City staff, elected officials, the Library Board, other library agency representatives, local schools and colleges, community groups such as the Friends of the Library, and the general public.
- b. Develop a marketing plan to promote all Library services to the residents of the City, and implement such plan subject to approval of the plan by City. Effectively disseminate information, and promote use of the Library, resources, and services.
- c. Work cooperatively with Library support groups to coordinate library advocacy and marketing efforts.
- d. Attend City Council meetings when requested to attend by City.

3. Meetings:

- a. In addition to meetings with City staff, LSSI agrees to attend the meetings of the Moorpark City Library Board of Trustees as well as City Council meetings when matters of the Library will be discussed and staff determines that LSSI's presence is necessary.
- b. LSSI will be present at stakeholder and any formal Library advisory group meetings as established by the Council when determined necessary by the City.
- c. Library staff will also attend SCLC/OCLC and other library association meetings and provide status reports and information to City representatives.

4. Fiscal Responsibility:

- a. Maintain responsibility for administration of the overall Library budget, of which the contracted services are a part.
- b. Continually review all aspects of Library operation and service for efficiency and cost-effectiveness, while making changes as appropriate.
- c. Diligently use good faith efforts to collect and account for all fines and fees, and remit same to City. All revenues resulting from library operations and programs will belong to the City.
- d. Prepare annual operating and capital budget requests for City approval.
- e. Provide monthly, quarterly, and annual financial statements that detail the costs associated with the operations of the Library.
- f. Develop and maintain effective and efficient financial procedures.
- g. Review all aspects of Library operation and service for efficiency and cost-effectiveness, making recommendations to City for approval and implementation.
- h. Provide the City with annual audited financial statements of the Company to demonstrate fiscal soundness.

- i. Explore supplemental Library funding opportunities, and apply for those which meet the Library's objectives, including but not limited to application and administration services for Federal E-Rate funding.
 - j. Make recommendations to the City on fine and fee schedules, and investigate and recommend supplemental revenue sources.
 - k. Seek and recommend grant opportunities for the Library for consideration and approval by the City. Approval from the City must be received prior to submittal of a grant application.
5. Management and Reporting:
- a. Prepare and provide an annual report by the twenty-fifth (25th) day of July for the previous fiscal year, describing Library activities undertaken in the prior fiscal year as well as recommending changes in policies and operations as necessary and appropriate.
 - b. Prepare and provide quarterly financial reports to City on Library activities designated within this Agreement. The financial reports shall detail all expenditures made for the Library quarterly and year to date for all items within this Agreement.
 - c. Prepare and provide quarterly reports to the City describing Library activities and recommending changes in policies and operations as appropriate.
 - d. Prepare and provide monthly statistical reports in a form acceptable to City regarding Library activities by the fifth (5th) day of each month for activity of the prior month.
 - e. City Librarian or LSSI Corporate staff shall provide City with notice whenever staff begin or end employment with LSSI to be stationed at the Moorpark City Library so City can collect/distribute keys and equipment as well as enable/disable computer accounts and security codes. City Librarian shall maintain a checklist that is to be completed whenever staff are hired or shall no longer work at the Moorpark City Library.
 - f. Follow and provide any necessary documents pertaining to delinquent library patron accounts to the City or other City designated and approved agency.
 - g. Provide a list monthly, of all books and materials purchased on behalf of the City for the Library. City shall be responsible for maintaining a technology inventory of all technology equipment at the facility. A comprehensive list of materials is available in the Integrated Library System database and is available if requested by City.
 - h. Upon request, LSSI's City Librarian will provide reports to the City Manager or City Manager's designee. The City Librarian shall also serve as Library staff liaison to any Library Board, Friends of the Library, and/or any other Library support groups.
 - i. Manage the Moorpark City Library Volunteer program.
 - j. At least annually, survey and gather information from Library users for use in Library planning and customer satisfaction. Form and type of survey to be mutually agreed upon by City and LSSI.
 - k. Upon request, LSSI and the City Librarian shall provide a copy of any official Moorpark Library file, either paper or electronic, to the City

Manager's designee, with the exception of internal LSSI correspondence. All public records shall be maintained for the minimum time period required by the City's records retention schedule and state law, and no City records shall be destroyed without approval of the City Clerk and City Attorney. All press releases or publicity for events shall be given to the City Manager or City Manager's Designee for review, comment, and approval at least forty-eight (48) hours prior to being submitted to the media, posted on the website or advertised to the public in any way.

6. Planning and Performance Monitoring:
 - a. Establish short-term and long-term goals and objectives, to be approved by the City, reflecting a course of action that continually improves Library service and administrative procedures and policies that meet the changing requirements of the Library.
 - b. Provide core Public Library performance measurements and compile monthly, quarterly, and annual reports to the City regarding the same. California State Public Library Statistics will be the minimum reported benchmark requirements.
7. Staff Development and Coaching:
 - a. Staff training and development is the responsibility of LSSI. LSSI shall agree that their professional staff be appropriately trained to ensure their continuing education requirements for professional library staff are maintained.
 - b. LSSI will provide support, orientation, training and professional development of all Library Staff.
 - c. LSSI will provide leadership and guidance to maximize Library Staff effectiveness in Library operations.
 - d. LSSI will provide harassment, discrimination, and retaliation training to all supervising employees at a minimum of every two years, with the initial training to take place within ninety (90) days of the effective date of this Agreement for current supervising employees, and within ninety (90) days of new assignments for future incoming supervising employees.
8. Public Services:
 - a. Provide prompt, friendly and accurate assistance in the use of the Library.
 - b. Provide prompt and accurate circulation information and reference services.
 - c. Provide requested materials promptly.
9. Materials and Collection: Submit a comprehensive Collection Development Plan, including both short-term and long-term collection development plans; a plan to systematically evaluate and replace antiquated material; an analysis of the relationship of print, non-print and electronic resources in the Library collection to the City Manager or City Manager's designee by March first (1st) of each year to be approved by the City. Recommendations for long-term collection and materials development are required, together with an implementation plan that is realistic within the City's financial resources. After

City Council approval of the final budget, City will inform City Librarian of collections budget and give authority to begin procurement. Provide high quality materials on a wide variety of subjects in varied formats for the community, according to established Collection Development Plans. Final decisions on collection development policies shall be with the City.

10. Interlibrary Loan Program – Work with the Online Computer Library Center (OCLC) and/or Southern California Library Cooperative (SCLC) on interlibrary loan arrangements for the Library. Recommend other interlibrary loan arrangements to the City and, upon approval from the City, work to secure such interlibrary loan arrangements.

11. Inland Library Network – Integrate the Moorpark City Library into the Inland Library Network (ILN) to provide reciprocal borrowing and delivery services as follows:

a. Make a copy of Moorpark City Library bibliographic and patron records for the ILN servers. Complete data check, run de-duplication process, enhance records with Library of Congress subject headings if necessary, and load the City of Moorpark data into the ILN catalog. Once data has been verified as correct and complete the original version of data shall be deleted from the currently shared server that holds Moorpark City Library and Camarillo Library data. (August, 2014)

b. Simultaneously with a. above, Consultant shall upgrade the ILN to Polaris software version 41.2R which will provide increased functionality. (August, 2014)

c. Implement a delivery system van service that operates between the Santa Clarita Public Library and the Moorpark City Library Monday through Friday of each week. (August, 2014 and ongoing throughout the term of the Agreement)

a-d. Cost for implementation in August, 2014 for services through June 30, 2015 shall be \$3,000 for data migration and \$6,850 for delivery. For Fiscal Year 2015-16 cost shall be \$7,740 for ILN reciprocal borrowing and delivery services. Consultant shall invoice City on a monthly basis for said services at a cost of \$645 per month with the initial August, 2014 invoice pro-rated based upon delivery start date.

~~10-12.~~ Programming – Provide high quality, effective educational, recreational and cultural programs of interest to major demographic groups present in the community. All programs currently in place will continue and be analyzed. Recommendations for new programs shall be provided, in writing, to the City Manager or City Manager's designee for approval prior to commencing new programs. Examine current programming and recommend changes in long range plan documents.

~~11-13.~~ Outreach – Conduct visits to school classrooms, community groups, service clubs and other local organizations and generate ongoing publicity about Library programs services.

42.14. Information Technology – Recommend plans to procure, install, and support sufficient hardware, software, network, telecommunications and other resources necessary to support the Library’s mission.

43.15. Automation Support:

- a. Provide maintenance support for library computer software associated with the Integrated Library System (ILS) and proprietary library systems and ensure that those systems operate effectively.
- b. Be responsible for acquisition and maintenance of any servers and related hardware required for proposed ILS system and library proprietary systems.
- c. Advise the City as to recommendations in the area of automation that would enhance service and/or decrease overall operating costs.
- d. The City will provide, and when necessary, replace all software, hardware and related peripherals, for both the use by Library staff and for the service of the general public and will provide day-to-day maintenance and servicing of said software, hardware, and related peripherals. The City will provide, maintain and service computer networks and the telephone system/network and equipment.

44.16. Facilities – Work with City Staff to ensure effective building maintenance by promptly identifying and reporting problems with the physical building.

B. Excluded Services

LSSI shall have no responsibility for administration, purchase or payment of, or any liability or duty to defend claims for:

1. Any Capital Items, which shall mean any capital acquisitions, improvements or replacements of any of the properties, facilities, equipment, furniture, furnishings, fixtures or leasehold improvements of the Library, except that such Capital Items proposed by LSSI for its benefit shall be approved by the City and paid for by LSSI.
2. Any amount of costs for unbudgeted repairs, maintenance and/or upkeep of Capital Items owned by the City.

Any increases in the cost of facility insurance, utilities, and any state or federal tariff items over the rate for such items prevailing as of the date of execution of this Agreement.

C. Special Conditions

LSSI may purchase goods for use in the management and operation of the Library upon prior written approval of the City. Title to all items purchased by LSSI on behalf of the City shall at all times reside in the City. If LSSI furnishes any goods to the City pursuant to this provision, LSSI will use good faith efforts to extend the manufacturer’s warranty, if any, to the City. All goods, services, and materials designated within this Agreement are the responsibility of LSSI to procure with approval by the City prior to purchase.

LSSI warrants that it will perform the Scope of Services shown in this Exhibit (Exhibit B) with at least the care, diligence and expertise generally accepted in the library service industry. If LSSI fails to perform the services shown to the satisfaction of the City, the City will notify LSSI. If LSSI continues to fail to perform to the City's satisfaction, LSSI and the City agree to meet and discuss solutions. **There are no other warranties, express or implied, including warranties of merchantability or fitness for particular purpose.**

D. Library Materials and Materials Handling Fee

On behalf and for the benefit of the City, LSSI will negotiate favorable discounts and prices from Library suppliers for the purchase of all Library materials, which shall include but are not limited to books, periodicals, newspapers, e-publications, electronic database subscriptions, standing orders, audio and video materials and cases, automated reference services, binding, cataloging and processing costs (collectively, "Library Materials").

The responsibility for adopting Library collection development policies will remain with the City, and all Library Materials selections, in cooperation with the City, will be the responsibility of LSSI. LSSI will place orders with the suppliers and perform the accounting functions related to those orders, including prompt payment of the invoices. In accounting for the cost of the Library Materials, LSSI shall include a fee of five percent (5%) of the cost of the Library Materials ordered ("Materials Handling Fee") when billing the City for reimbursement of Library Materials ordered.

The collection development budget within the Agreement Term which is inclusive of Library Materials, sales tax, shipping, processing fees, and the LSSI Materials Handling Fee on all collection resources purchased or licensed for the Library is budgeted within the City's Library Operating Budget and LSSI is responsible for management of collection procurement not to exceed the allocated Library Operating Budget for collection procurement.

E. Operating Budget and Charges

On or before the first (1st) of February of each calendar year that this Agreement is in effect LSSI will provide the City with the projected budget for the next Fiscal Year period (July 1 through June 30). The City will review, comment, and negotiate the proposed budget with LSSI and approve the draft next Fiscal Year budget with LSSI on or before the first (1st) of March pending final approval by City Council.

At least six (6) months prior to end of the five (5) year term to which the amount of charges have been agreed upon, the parties shall begin to negotiate in good faith the amount of charges that will apply to the next term, if any. If the parties have not reached such agreement three (3) months before the end of such term, then the charges for the next twelve (12) month period, or such fewer number of months remaining until the expiration or termination of this Agreement, shall be equal to the charge for the last month of such period multiplied by twelve (12) or the number of remaining months, whichever is less, plus a Consumer Price Index (CPI) cost-of-living escalator based on

the change, if any, CPI for Los Angeles – Riverside – Orange County over the latest twelve (12) month period.

F. Staffing and Key Personnel

The City and LSSI agree to the following breakdown of staffing services and charges for said items provided within this Agreement.

Includes salaries, benefits, and overhead for LSSI employed on-site staff to operate the present Library facility located at 699 Moorpark Avenue, Moorpark, California for fifty-eight (58) hours per week, seven (7) days of service per week, including four (4) hours on Sunday afternoons (less approved holidays). This staff will consist of no less than the equivalent of seven and one-half (7.5) Full Time Equivalents (FTE's). At all times the Library is open to the public, no less than two (2) employees will be scheduled. LSSI agrees to provide the following staff positions during the term of this Agreement:

- One (1) full-time City Librarian (Master's Degree Professional)
- One (1) full-time Youth Services Librarian (primary focus is 18 months of age through grade 5) (Master's Degree Professional)
- One (1) full-time Young Adult Librarian (primary focus is youth grades 6 through 12) (Master's Degree Professional)
- One-half (.5) FTE Reference Associate (paraprofessional)
- Two and one-half (2.5) FTE Library Assistants (filled by part-time employees) (staff level)
- One (1) FTE Library Technician (evening shift) (staff level)
- One Half (.5) FTE library page (could be filled by part time employees)

All personnel employed to perform the services necessary to operate the Library and to perform the other functions of LSSI will be employees of LSSI and LSSI will pay all costs related to their employment. From time to time, actual staffing levels may fluctuate due to normal turnover and attrition. LSSI agrees it will make a good faith effort to recruit and select qualified employees to fill vacancies within a reasonable period of time in order to maintain appropriate staffing levels. If a vacancy of a professional position designated above occurs, LSSI must provide a replacement, or replacement hours by a qualified person, for the vacant position at a level equal to the specification of the vacant position within two weeks of the official date of vacancy.

In order to more effectively meet the evolving service needs of the community, from time to time, LSSI may create or abolish positions, combine positions, reclassify positions, or modify the organization structure of the Library Staff with prior written approval from the City.

Automation system support (the Integrated Library System (ILS)) as well as management and administrative support of all library proprietary software systems will be provided without additional charge on an as needed basis. Maintenance of the ILS and library proprietary software systems will be scheduled and completed on a regular basis.

The Library will follow the published SCLC Holiday Schedule and be closed on all holidays designated as "All System Library" closure Holidays and those other holidays agreed upon in writing and published by the City in December of each year for the subsequent year. The Library will close 5:00 p.m. on the following holidays if the library is normally scheduled to remain open until 8:00 p.m.: Third of July, Thanksgiving Eve, Christmas Eve, and New Year's Eve. In addition, the Library will be closed on the second (2nd) Friday of August for Staff development day/training day and City building and technology maintenance day.

LSSI will pursue to the best of its ability the status necessary in the State of California with the Department of Justice (DOJ) to fingerprint employees and volunteers that will work at the Library. Once LSSI has received the ability to fingerprint in California they agree to do so for all employees, as a condition of employment, and volunteers, aged 18 or older, working within the Library facility or for the Library in any capacity where they may be in a supervisory or influential role with minors as determined by the City and to pay the costs of said fingerprinting. LSSI also agrees to follow the City of Moorpark Fingerprinting Resolution criteria once fingerprinting their potential employees and volunteers. LSSI will draft a letter to the DOJ requesting the ability to Livescan fingerprint and submit it to the DOJ before September 1, 2012. The City shall also submit a letter to the DOJ requesting that LSSI be allowed clearance to fingerprint employees of the Library due to employees of the library performing recreational duties with children. If the DOJ request is denied, LSSI will continue to submit letters on an annual basis throughout the term of this agreement that request the permission through the DOJ to Livescan their employees working in public library settings.

In the interim, while LSSI works to secure the ability to fingerprint, LSSI agrees to conduct background checks, to include a check for criminal and sex offender history, for all employees and volunteers working within the Library facilities or for the Library in any capacity. LSSI shall not use an employee or volunteer who fails to receive a satisfactory fingerprint or criminal history report (e.g., a fingerprint or criminal history report showing conviction of certain criminal offenses that would make it illegal for such individuals to have direct supervisory or disciplinary authority over minors) in the service of this Agreement.

LSSI understands and agrees to provide written acknowledgement from each employee providing library services for the City that the employee has read and agrees to comply with the City Council adopted Policy against Harassment, Discrimination, and Retaliation, as it may be amended from time to time.

The use of City supplied computer equipment and software as well as internet and e-mail use requires the appropriate, efficient, ethical, and legal utilization of City computer hardware and network resources. The use of computer hardware and network resources must support the City's objective and be consistent with the City's mission. Users must abide by the City's policies, administrative directives, procedures, rules, regulations and guidelines. If a user violates any of the City provisions, his/her access to the computer network and the use of computer equipment may be denied. The City reserves the right to disallow any LSSI employee who violates any of the City provisions to provide Library services under this Agreement.

LSSI understands and agrees to provide written acknowledgement from each employee providing Library services for the City that the employee has read and agrees to comply with the City Manager adopted procedure concerning the Appropriate Use of City Computer and Related Equipment and Acceptable Internet and E-mail Use on City's Computers, as may be amended from time to time.

LSSI agrees to comply with all State and Federal child labor laws for the employment of, or use of, minors as volunteers.

Compensation for Staffing for Fiscal Year 2011-12 of the term of this Agreement shall be budgeted at one percent (1%) above the staffing compensation for the previous year. Compensation for Staffing for Fiscal Years 2012-13, 2013-14, 2014-15, and 2015-16 of the term of this Agreement shall be budgeted at one and one-half percent (1.5%) above the staffing compensation for the previous year as outlined in the following table:

LSSI Compensation Schedule					
FY	Staffing Costs	Additional YA Librarian .25 FTE	Staffing Costs Monthly	Miscellaneous Expenses	Miscellaneous Expense Monthly
FY 11-12	\$ 426,289.00	\$ -	\$ 35,524.08	\$ 25,000.00	\$ 2,083.33
FY 12-13	\$ 432,480.00	\$ -	\$ 36,040.00	\$ 25,000.00	\$ 2,083.33
FY 13-14	\$ 438,968.00	\$ 1,250.00	\$ 36,684.83	\$ 25,000.00	\$ 2,083.33
FY 14-15	\$ 445,552.00	\$ 15,225.00	\$ 38,398.08	\$ 25,000.00	\$ 2,083.33
FY 15-16	\$ 452,235.00	\$ 15,454.00	\$ 38,974.08	\$ 25,000.00	\$ 2,083.33
Sub Totals	\$ 2,195,524.00	\$ 31,929.00		\$ 125,000.00	
Total Agreement Cost		\$ 2,352,453.00			

G. General Expenses

General Expenses shall be set at twenty-five thousand dollars (\$25,000) per year throughout the five-year term of the Agreement for a total amount of one hundred twenty-five thousand dollars (\$125,000) and will be invoiced by LSSI at a monthly amount of two thousand eight-three dollars and thirty-three cents (\$2083.33) (as referenced in the above LSSI Compensation Schedule). General Expenses include, but are not limited to, office supplies, paper and other consumables used by staff and the public; administrative costs include but are not limited to training, travel, petty cash purchases, postage, printing, marketing, etcetera as approved by City; and programming expenses including, but not limited to, all expenses (excluding contracted performers, authors, etcetera which are included in the City's Library budget) associated to programming identified within this Agreement. LSSI will purchase only new, un-refurbished consumables for use with Library equipment. If for any reason, LSSI expends money without prior written approval and authorization or expends funds which exceed the budgeted amount identified and approved for a particular expenditure, LSSI is responsible for those expenditures as incurred.

H. Programming

During the Agreement term, LSSI agrees to provide, at minimum, the following programming/events and pay all program/event related expenses for items identified below. Identified items in Section G will be funded, with the exception of summer reading club expenses and contracted individuals (performers or authors, etcetera) for events as pre-approved by City, with funds identified in Section F of this Agreement. The City and LSSI will continue to meet and evaluate programming and make recommendations for changes as necessary.

- Weekly Pre-school Story Time and occasional bilingual story time events; with guest story time presenters on occasion to provide variety for attendees.
- Monthly Family and/or Adult Focused programming such as book clubs, seminars, etcetera and/or Family craft workshops incorporating holidays, occasions, or themes.
- Weekly Summer Reading Club events, to be supplemented with smaller events on other days of the week at various times of day, to provide summer library activities to a broad number of youth in the community. LSSI will plan and execute these events.
- Monthly Teen Events and a Teen Summer Reading Program.
- LSSI shall include detailed expense reports for reimbursement as needed, and the City shall pay expenses incurred for pre-approved Moorpark Friends of the Library sponsored programs.
- Quarterly library related Adult and/or Family Events to be held at the Library, High Street Arts Center, or other venue to accommodate larger crowds. These events would provide an awareness and visibility of the Library to larger audiences than the Library can accommodate.
- Upon prior approval and authorization of expenditures by City, LSSI shall include detailed expense reports for reimbursement as needed for quarterly library related Adult and/or Family events to be held at the Library, High Street Arts Center, or other venue to accommodate larger crowds..
- Library participation in the Moorpark Arts Festival, 3rd of July, and other City sponsored events as well as community events such as Moorpark Country Days.
- Ongoing Community Outreach efforts including use of Social Media and other web based outreach as well as face to face community outreach.

I. Breakdown of Costs and Expenses – Monthly Variable Costs included in the City of Moorpark Library Operations Budget

Total cost of Automation Maintenance, Software, and Licensing costs as well as Collection procurement are included in the City of Moorpark Operating Budget for Fiscal Years throughout the Term of this Agreement and shall include sales tax, shipping, processing fees, and the Materials Handling Fee of five percent (5%) for collection purchases.

An annual expenditure budget will be provided to LSSI by the City which covers Automation Maintenance, Software and Licensing costs as well as Collection

Procurement identified to take place during each Fiscal Year during the Term of this Agreement. LSSI is authorized to expend funds for identified purposes as approved by Council within the City Budget. City staff will provide LSSI with the approved budget for automation maintenance, software, and licensing costs and collection procurement on or before July first (1st) of each year. If for any reason, LSSI expends money without prior written approval and authorization or expends funds which exceed the budgeted amount identified and approved for a particular expenditure, LSSI is responsible for those expenditures as incurred.

LSSI will bill the City for variable costs breaking out each category – Automation Maintenance, Software, and Licensing Costs; and Collection Procurement on the invoices with detailed expenditure descriptions and backing documentation for each of these items.

1. Library Software, Maintenance, and Licensing Costs

All technology software and maintenance costs for the automation system and Library specific software programs, as well as all other items listed below, will be paid by LSSI as invoiced by vendors at a not-to-exceed amount identified within the City of Moorpark's Library Budget and agreed upon by LSSI as part of the annual budgeting process. LSSI will subsequently include the items on the next monthly City invoice for reimbursement at actual cost incurred:

- ILS approved by the City
- Annual maintenance of all implemented components of Envisionware or other System for Computer Reservations and Filtering approved by the City
- Any filtering solution appropriate to be run with library proprietary software
- SCLC Membership and all related SCLC Service Costs
- OCLC Annual Costs
- Homework Help System Costs
- Barcodes
- Patron Cards

All technology hardware will be budgeted by and purchased by the City, maintained by the City, and invoices paid by the City. Hardware used by LSSI for hosting of the Integrated Library System (ILS) or for storage of library proprietary data gathered by library the ILS are the sole responsibility of LSSI and shall be maintained by LSSI under the terms of this Agreement.

2. Collection Development

Costs for collection development over this Agreement period, including sales tax, shipping, processing fees, and the LSSI handling fee charge of five percent (5%) on all collection resources purchased or licensed for the library are budgeted in the City's budget. LSSI is authorized to procure material and pay invoices as invoiced by vendors and, subsequently, invoice the City for the cost of collection purchases plus the five percent (5%) handling fee including, details of purchases must be

included with LSSI invoices, at an amount not-to-exceed the City budgeted amount for collection procurement. If for any reason, LSSI expends money without prior written approval and authorization or expends funds which exceed the budgeted amount identified and approved for a particular expenditure, LSSI is responsible for those expenditures as incurred.